

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARIO MEDICAL IMAGING, INC.		01/31/2019	Corporation:
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	1155 METCALFE, 5TH FLOOR		
City:	MONTREAL, QUEBEC		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Chartered Bank: QUEBEC		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86001245	CLARIO	
CORRESPONDENCE DATA			
Fax Number:	8587926773		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8588476700		
Email:	lmontano@foley.com		
Correspondent Name:	ALBERT K. HENG		
Address Line 1:	FOLEY & LARDNER LLP		
Address Line 2:	3579 VALLEY CENTRE DRIVE, SUITE 300		
Address Line 4:	SAN DIEGO, CALIFORNIA 92130		
NAME OF SUBMITTER:	LILLIAN MONTANO FOR ALBERT K. HENG		
SIGNATURE:	/LILLIAN M. MONTANO/		
DATE SIGNED:	03/06/2019		
Total Attachments: 5			
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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made by **CLARIO MEDICAL IMAGING, INC.**, a corporation formed under the laws of Delaware (the "Grantor"), having a place of business at 2033 6th Avenue, #333, Seattle, Washington 98121, in favor of **NATIONAL BANK OF CANADA**, a bank existing under the Bank Act (Canada) having an office at 1155 Metcalfe, 5th floor, Montréal, Québec H3B 4S9, acting for and on behalf of and as administrative agent of the Finance Parties (as defined in the Credit Agreement) (the "Agent"), the Grantor and the Agent agree as follows:

Reference is made to (i) that certain Second Amended and Restated Credit Agreement, dated as of November 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Intelrad Medical Systems Incorporated, as borrower, the lenders from time to time party thereto (the "Lenders"), the Agent, National Bank Financial, as lead arranger and sole book runner, and Bank of Montreal, as syndication agent, and (ii) that certain Security Agreement, dated as of the date hereof (the "Security Agreement"), by and between the Grantor and the Agent. All capitalized terms used and not defined herein shall have the meaning set forth in the Credit Agreement or, if not defined therein, in the Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, the Grantor grants to the Agent a security interest in, and assigns, and pledges to the Agent, all right, title and interest of the Grantor in and to the following, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing or described in any schedule heretofore or hereafter delivered to the Agent by the Grantor (collectively the "Collateral"):

(a) All patents and applications for a patent, including, without limitation, each patent and patent application referred to in Exhibit A-1 annexed hereto, together with any reissues, continuations, continuations-in-part, renewals or extensions thereof, all inventions disclosed therein, and all invention disclosures related thereto (the "Patents");

(b) All copyrights including all registrations and applications for copyrights (the "Copyrights");

(c) All trademarks, service marks, trade names and trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles, logos, trade dress and other source or business identifiers, designs and general intangibles of like nature and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United States, including without limitation those trademark, service mark and trade dress registrations and applications listed in Exhibit A-2 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress and all extensions or renewals thereof, (the "Marks"),

(d) all licenses entered into by the Grantor with respect to any of the intellectual property rights of the Grantor described in the foregoing clauses (a) through (c), whether as licensor or licensee, and all income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect to such licenses or intellectual property rights; and

(e) all Proceeds of any and all of the foregoing.

; *provided, however*, any application for registration of a trademark filed by the Grantor with the United States Patent and Trademark Office (“USPTO”) on an intent-to-use basis shall be excluded from the Collateral (whether or not listed on Exhibit A-2) until such time as a statement to use or amendment to use is accepted by the USPTO, at which time such trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder.

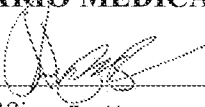
The security interest granted pursuant to this Agreement is granted in connection with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein, mutatis mutandis.

This Agreement shall be governed by and construed in accordance with the law of the State of New York.

Dated as of January 31, 2019

[Signature Page Follows]

CLARIO MEDICAL IMAGING, INC.

By: 
Name: Paul Lepage
Title: President & CEO

[Intellectual Property Security Agreement Signature Page]

Exhibit A-1

Patents

Application No.
61/127,734
12/466,320
PCT/US07/024353
60/860,913

Exhibit A-2

Trademarks

Trademark description	Registration or Application No.
CLARIO	86001245
zVision	78890622
z3D	78773756